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SIGNATURE FLIGHT SUPPORT LLC; SIGNATURE  
11 FLIGHT SUPPORT CORPORATION; SIGNATURE  
FLIGHT SUPPORT OF NEVADA, INC.  
12

13 UNITED STATES DISTRICT COURT  
14 FOR THE DISTRICT OF NEVADA

15 STARR INDEMNITY AND  
LIABILITY COMPANY, dba STARR  
16 INSURANCE COMPANIES as  
Subrogee of GLF AIR, LLC., and 60-  
17 206, LLC,

18 Plaintiffs,

19 v.

20 SIGNATURE FLIGHT SUPPORT  
CORPORATION, a Nevada  
21 corporation; SIGNATURE FLIGHT  
SUPPORT, LLC, a Nevada limited  
22 liability company; SIGNATURE  
FLIGHT SUPPORT OF NEVADA,  
23 INC., a Nevada corporation; DOES I -  
X, inclusive, and ROE  
24 CORPORATIONS I – X, inclusive

25 Defendants.  
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Case No.: 2:22-cv-02011-LRH-CLB  
ORDER GRANTING AMENDED  
JOINT STIPULATION FOR AN  
ORDER TO CONTINUE THE  
SCHEDULING ORDER  
REGARDING BRIEFING  
SCHEDULE – SECOND REQUEST

Action Filed: January 31, 2022

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The parties, through their respective counsel, hereby stipulate that good cause exists for the Court to modify the Scheduling Order and continue the briefing schedule by three weeks regarding the parties' Cross-Motions for Summary Judgment, as follows:

***Background of Matter***

This matter involves an incident that occurred on or about May 18, 2019, at the Harry Reid International Airport, located in Las Vegas when employees of defendant Signature Flight Support LLC ("SFS"), a Fixed Base Operation ("FBO"), were towing a Citation 650 bearing Federal Aviation Administration ("FAA") Registration No. N820FJ ("Citation") when the wingtip of the Citation made contact with the 2000 Bombardier 60 Learjet, bearing FAA No. N448GL ("Aircraft"), causing damage to the baggage door ("Incident"). At the time of the Incident, the Aircraft was owned by 60-206, LLC and was insured by Starr Indemnity & Liability Company dba Starr Insurance Companies ("Starr").

Prior to the Incident, the Aircraft's pilot allegedly signed SFS's Landing Card while at SFS's FBO, which provided, in part, that "under no circumstances shall Signature be liable to the customer for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue, loss of use or anticipated profits, diminution or loss of value, or costs associated with substitution or replacement aircraft." As a result of the Incident, Starr alleges that its insureds incurred \$61,277.21 to repair the Aircraft (the "Repair Damages") and \$279,413.23 of other damages for loss of use and rental aircraft expenses ("Other Damages"), all of which were paid by Starr pursuant to the insurance policy for the Aircraft. *See* Plaintiffs' Amended Complaint [ECF No. 1-2] at p. 3-4.

On November 7, 2022, the Court granted the Joint Stipulation for an Order Bifurcating Liability and Damages and Request for Amendment to Discovery and Scheduling Order. [ECF No. 40]. Pursuant to the stipulation, the parties agreed that

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1 they would like to “conduct limited discovery relevant to or reasonably calculated to  
2 lead to the discovery of admissible evidence regarding why the Aircraft could not be  
3 flown, why repairs to the Aircraft took so long, the preparation and use of the Landing  
4 Card, facts regarding the pilot’s execution of the Landing Card, and the enforceability  
5 of the terms of the Landing Card.” *Id.* On March 17, 2023, the parties filed the first  
6 Stipulation for an Order to Continue the Scheduling Order Regarding Briefing  
7 Schedule for an additional sixty (60) days [ECF No. 55]. On March 20, 2023, the  
8 Court granted the stipulation [ECF No. 56].

9 The parties have been diligently engaging in discovery and, to date, seven  
10 depositions have gone forward. However, during the deposition of GLF Air, LLC,  
11 another previously unknown witness, Leonardo Gomez, was identified. This witness  
12 likely has relevant information and the parties would like to proceed with his  
13 deposition. Additionally, to date, both parties have been unable to serve witness  
14 Tomas Gutierrez with a deposition subpoena in order to continue his deposition. For  
15 this reason, on June 5, 2023, the parties filed a Stipulation for an Order Allowing  
16 Service of Subpoena on Pilot Tomas Rafael Troncone Gutierrez by E-Mail, Text, and  
17 Certified Mail [ECF No. 61]. On June 6, 2023, the Court granted the stipulation in  
18 part as to service by certified mail and denied in part as to service by e-mail and text  
19 [ECF No. 62]. Furthermore, plaintiff has noticed the depositions of one current SFS  
20 employee and three former SFS employees, which are set to go forward on June 22,  
21 2023. The parties would like to proceed with these depositions because this discovery  
22 is necessary for the Motions for Summary Judgment, however, because plaintiff’s  
23 counsel is unavailable from June 12, 2023 to June 20, 2023, these depositions  
24 necessarily must take place after June 20, 2023. Therefore, the parties agree that good  
25 cause exists to extend the briefing schedule by three weeks to allow sufficient time  
26 for the depositions to go forward prior to the due date of the cross motions.

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***Good Cause Exists for the Court to Continue the Briefing Schedule***

The parties hereby stipulate as follows:

WHEREAS, Starr and SFS have been working together in good faith to obtain information and have conducted total of seven depositions to date;

WHEREAS, the discovery identified above is necessary for the Motions for Summary Judgment; and

WHEREAS, the parties agree that additional time is necessary in order to complete discovery and to allow sufficient time for the preparation of the cross motions;

IT IS HEREBY STIPULATED by and between Starr and SFS to request that the Court continue the briefing schedule by three weeks, as follows:

1. The deadline for Starr and SFS to file Cross-Motions for Summary Judgment shall be continued from June 27, 2023, to July 18, 2023;

2. ***The deadline for the parties to file their Oppositions to the Cross-Motions for Summary Judgment shall be continued from August 11, 2023, to September 1, 2023;***

3. The deadline for the parties to file their Replies in support of Cross-Motions for Summary Judgment shall be continued from September 11, 2023, to October 2, 2023; and

4. All other provisions of the Joint Stipulation for an Order Bifurcating Liability and Damages and Request for Amendment to Discovery and Scheduling

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Order remain in effect.

IT IS SO STIPULATED.

Dated: June 14, 2023

CLYDE & CO US LLP

Bv: /s/Autumn E. Lewis  
DYLAN P. TODD

-AND-

KEVIN R. SUTHERLAND  
(Admitted *Pro Hac Vice*)  
AUTUMN E. LEWIS  
(Admitted *Pro Hac Vice*)

Attorneys For Defendants,  
SIGNATURE FLIGHT SUPPORT LLC;  
SIGNATURE FLIGHT SUPPORT  
CORPORATION; SIGNATURE FLIGHT  
SUPPORT OF NEVADA, INC.


Dated: June 14, 2023

GORDON REES SCULLY MANSUKHANI, LLP

Bv: /s/ Stephen S. Kent<sup>1</sup>  
STEPHEN S. KENT  
Attorneys For Plaintiffs  
STARR INDEMNITY AND LIABILITY  
COMPANY, DBA STARR INSURANCE  
COMPANIES AS SUBROGEE OF GLF AIR,  
LLC.. AND 60-206. LLC

IT IS SO ORDERED.

DATED: June 15, 2023

  
Honorable Carla L. Baldwin  
United States Magistrate Judge

<sup>1</sup> Approval for use of e-signature received via e-mail on June 15, 2023.